

# **APPROVED INFORMATION SHARING AGREEMENT**

**Between**

**THE MINISTRY OF EDUCATION,**

**ORANGA TAMARIKI**

**AND**

**THE MINISTRY OF SOCIAL DEVELOPMENT**

**Information sharing to support services for  
disengaged youth**

This Information Sharing Agreement is made on 13 May 2020

**BETWEEN** The **MINISTRY OF EDUCATION ("MoE")**, represented for the purposes of this Agreement by Iona Holsted, Secretary for Education

**AND** The **MINISTRY OF SOCIAL DEVELOPMENT ("MSD")**, represented for the purposes of this Agreement by Debbie Power, Chief Executive

**AND** **Oranga Tamariki, the Ministry for Children ("Oranga Tamariki")**, represented for the purposes of this Agreement by Gráinne Moss, Chief Executive

# 1 BACKGROUND

1.1 In August 2011 Cabinet agreed to implement a new service ("the Youth Pipeline project") to actively identify, engage, and support 16 and 17 year olds who are not in employment, education or training (NEET) or those at risk of becoming NEET to return to education, training or employment (SOC Min (11) 15/3 refers). The service has since been extended to 15 year old school leavers.

1.2 In February 2012 Cabinet agreed that the provisions be included in the Social Security (Youth Support and Work Focus) Amendment Bill authorising information sharing between the Ministry of Education (MoE) and the Ministry of Social Development (MSD) to support the new service referred to in paragraph 1. In particular Cabinet agreed to include provisions to:

- change the purpose of the Social Security Act 1964 (now the Social Security Act 2018) to include services that help prevent young people at risk of coming onto benefit from doing so, as well as financial and other support for those who are already on benefit
- authorise MSD to contract with service providers to provide the services referred to in the new purpose statement
- authorise MoE to share a range of information about school leavers (including contact details and other information such as achievement data) with MSD for the purposes of implementing the risk profiling required for the Youth Pipeline
- authorise MOE to use the National Student Number to collate information about school leavers for the purposes of sharing that information with MSD
- authorise MSD to share information received from MoE with service providers for the purpose of providing the services referred to in the new purpose statement [CAB Min (12) 5/11].

1.3 The relevant sections of the Social Security Act 2018 are:

- Section 365– permits MSD to provide services to young people to encourage them to move to and remain in education, training and employment, rather than receiving financial support or enter into contracts with service providers to provide services of that kind on MSD's behalf.
- Schedule 6, Clause 16 – authorises MSD to enter into an information-sharing agreement with the Chief Executive of MoE to provide MSD with information about young people who have ceased to be enrolled at one or both of the following: (a) a registered school (as defined in section 2 of the Education Act 1989) or (b) a tertiary education organisation (being an organisation as defined in section 159B(1) of that Act) (school leavers).
- Schedule 6, Clause 18 – authorises an agency, in this case Oranga Tamariki, specified by the Governor-General by Order in Council to disclose any information about a young person to MSD, if satisfied on reasonable grounds that the young person meets the criteria of that section and the information will assist MSD in performing any function, or exercising any power, related to financial support for young people or achieving any purpose of the Social Security Act.

- 1.4 MoE and MSD entered into an information sharing agreement on 8 August 2012 to enable them to share information for the purpose of the Youth Pipeline project (now called **the NEET Service**). The agreement was authorised under section 123F of the Social Security Act 1964. An amendment to the Social Security Act in 2016 (as found at clause 25 of Schedule 32) deemed any existing information sharing agreement under section 123F to be an "approved information sharing agreement" ("**AISA**" or "**Agreement**") under the Privacy Act. The amendment also added the Agreement to the list of approved information sharing agreements in Schedule 2A of the Privacy Act.
- 1.5 At that time, MSD provided Child, Youth and Family (CYF) functions, such as receiving reports of concern, providing advice about support available to the child and whānau, referring the matter internally or externally, conducting assessments or investigations, making findings of abuse, placing children into care and participating in youth justice processes.
- MSD held information relating to those functions, and it chose to use that information in the statistical risk profiling tool ("**Model**") governed by the AISA. The original agreement referred to it as "information in CYF databases."
- 1.6 Oranga Tamariki was established as a separate Ministry on 1 April 2017 and took over exclusive responsibility for those CYF functions that were previously exercised by MSD, including control over the information in CYF databases. Both MSD and Oranga Tamariki now each provide current support services to school leavers.
- 1.7 MoE, MSD and Oranga Tamariki have therefore agreed to amend this AISA to recognise Oranga Tamariki's role as a separate party. However, minimal other changes have been made. In particular, this version of the AISA does not change the types of information used in the Model or the purposes for which the information or the Model can be used. It recognises that MSD would have known what support services school leavers were receiving.
- 1.8 Legislative references have also been updated, so that they refer to the relevant sections in the new Social Security Act 2018.
- 1.9 The amendments have been made under section 96V(5)(c) of the Privacy Act 1993 (in consultation with the Privacy Commissioner) as they do not, or are unlikely to, have any effect on the privacy implications of the AISA.

## **2 LEAD AGENCY**

- 2.1 The lead agency is MSD.

## **3 PURPOSE**

- 3.1 The purpose of this Agreement is to record the understandings of the Parties in respect of the disclosure of information by MoE and Oranga Tamariki to MSD and their use of that information by MSD.
- 3.2 The purpose of the disclosure and use of information is to enable MSD to identify school leavers most at risk of coming on to benefit when they turn 18 or those most at risk of becoming or remaining NEET.
- 3.3 Using research information previously provided by MoE to MSD, MSD has developed a Model which can rank a cohort of young people by their likelihood of coming on to benefit

at age 18 based on the individual profiles of the young people within the cohort. This Model will be refined over time to ensure accuracy of output as we learn more about the risk factors that determine the likelihood of a young person coming on to a benefit when they turn 18 or factors driving the risk of becoming or remaining NEET.

- 3.4 The information provided by MoE under this Agreement will be matched and combined with information in Oranga Tamariki client databases and MSD social welfare databases to create a single profile of each individual in the cohort. This Model will then be used to analyse this consolidated dataset to identify those school leavers most likely to come on to benefit at age 18 or those most at risk of becoming or remaining NEET based on their individual profiles. The contact details of those most at risk will then be passed to external providers contracted by MSD to support disengaged youth to reengage in education, training, work-based learning or employment ("**NEET Youth Services**"). These providers will make contact with those young people in the target group to offer them support to help them reengage in education, training, work-based learning or employment. There will be no obligation for the young person to take up the offer of support.
- 3.5 The information provided by MoE and Oranga Tamariki will also be used for research purposes to test the accuracy of the Model over time (for example, to look at what actually happened to the young people in the total cohort in terms of their likelihood of coming on to benefit and to refine the model). This data set will be used for research purposes only and will be kept separate from the data used by providers or accessible to the wider business. Access to this dataset will be strictly controlled and it will not be used to directly provide services to people.
- 3.6 This Agreement outlines the terms and conditions for the disclosure of information by MoE and Oranga Tamariki and the use of information by MSD.

#### **4 PRIVACY ACT 1993**

- 4.1 This Agreement overrides Principles 10 and 11 of the Privacy Act 1993. The information disclosures under this Agreement are authorised under the Social Security Act.
- 4.2 Any information collection, storage, use or disclosure not specifically authorised by the Social Security Act will comply with the Privacy Act and any other Code of Practice made under the Privacy Act.
- 4.3 MSD will review the operation of this Agreement after 2 years for consistency with privacy legislation and report to the Minister of Social Development with recommendations for any changes that may be required. The review will be undertaken in consultation with the Chief Executives of MoE and Oranga Tamariki.

#### **5 TERM**

- 5.1 This Agreement commences on the date it is signed by all Parties and continues in effect until terminated in accordance with clause 15.

#### **6 EFFECT OF THIS AGREEMENT**

- 6.1 This Agreement confirms the relationship between the Parties based on a spirit of goodwill and cooperation for mutual benefit and improved outcomes for beneficiaries and school leavers. The Parties will work together to achieve the purpose and terms of this Agreement.

## **7 SOURCE INFORMATION AND FREQUENCY OF SHARING**

### *Information that will be provided*

7.1 MoE may supply MSD with information about school leavers. The information that may be provided about this cohort may include:

- (i) Student name (including any alternative names if applicable)
- (ii) Gender
- (iii) Ethnicity
- (iv) Date of birth
- (v) Residency information (if known)
- (vi) Address
- (vii) Home phone number
- (viii) Mobile phone number (if known)
- (ix) Email address (if known)
- (x) Details of schools attended (including geographical regions and deciles)
- (xi) Number of schools attended
- (xii) Date left school and year level
- (xiii) Leaving reason (for each school)
- (xiv) Qualification information at the time they left school (including qualification name, level on the National Qualification Framework, endorsement level within each qualification and year attained)
- (xv) Details about any interventions the student may have participated in including the start and end date
- (xvi) Any information held about the student's participation in tertiary education

7.2 Oranga Tamariki may supply MSD with information about school leavers. The information that may be provided about this cohort may include:

- (i) Name (including any alternative names if applicable)
- (ii) birth date
- (iii) gender
- (iv) ethnicity
- (v) intakes to Oranga Tamariki including dates, whether the intake was for care and protection or youth justice concerns, and the outcome decision from the intake
- (vi) the dates of any family group conferences and/or hui-a whanau and whether they were for care and protection or for youth justice purposes
- (vii) the dates of any findings of abuse
- (viii) placements and periods in Youth Justice Custody, including type and duration of placement
- (ix) placements and periods in Care and Protection Custody, including type and duration of placement

7.3 The information will be combined in the Model with MSD data.

7.4 Additionally, MSD and Oranga Tamariki may supply each other with information about school leaver participation in current support services. This information may be combined in the Model with MSD data. It can also be used to prevent duplication of services and ensure appropriate operation of the AISA.

### *Frequency of information to be provided*

- 7.5 The information sharing will occur in two ways:
- **Annual provisions of whole-of-cohort data by MoE to MSD** – (expected to be provided in February of each year) which will include details of the entire cohort of school leavers for the previous calendar year) – this information about the whole cohort will be provided by MoE at least once a year.
  - **Ongoing regular updates from MoE and Oranga Tamariki to MSD** – these will provide information about school leavers who have ceased to be enrolled since the previous update and any young people who have re-enrolled since the previous update. These updates will occur on a regular basis throughout the year. The updates are necessary to enable MSD to react quickly and contact school leavers early in their spell of disengagement if they fit the target group for the service.

## **8 COMBINED DATA-SET**

- 8.1 MSD will compare the information from MoE with Oranga Tamariki client database information and MSD social welfare database information to identify whether those individuals are present in those databases.
- 8.2 The matching algorithms will compare names, dates of birth and addresses. If necessary, other elements of the information from MoE and Oranga Tamariki will be used to verify a match.
- 8.3 Individuals identified as co-existent in the Ministries' information will have their attributes combined into one MSD data set that will be kept separate from all other MSD Information.

## **9 USE OF INFORMATION**

- 9.1 MSD will use the Model to analyse the information in the MSD combined data-set to rank the cohort of young people by their likelihood of coming on to benefit at age 18 or those at risk of becoming or remaining NEET. The contact details of those individuals identified by the Model as having the highest risk of coming on to benefit will then be passed to external providers contracted by MSD to contact these individuals and offer them NEET Youth Services. The role and responsibilities of the external providers in supporting young people to re-engage in education, training, work-based learning or employment are set out in regulations under the Social Security Act.
- 9.2 The information provided by MoE and Oranga Tamariki will be used only for the purposes outlined in this Agreement and will not be used to take any adverse action against any individuals.

## **10 SECURITY OF INFORMATION**

- 10.1 All information supplied under this Agreement is confidential information and shall be supplied by way of secure encrypted medium.
- 10.2 The Parties will ensure that:
- (i) all information is protected from unauthorised access, use and disclosure;

- (ii) all information is stored on the Parties' own securely managed computer systems with password and firewall protection with access allowed only to employees or service providers doing work directly relating to this Agreement;
- (iii) all MSD, Oranga Tamarki and MoE employees dealing with the information are aware of their responsibilities in relation to this Agreement and the strict limitations on the use and disclosure of information;
- (iv) where information is kept or stored in any form that might be easily portable (for example, printed material, laptop computer, Portable Digital Assistant (PDA), DVD, CD, memory card, or USB portable storage device) appropriate safeguards will be in place to guard against any unauthorised access, use and disclosure of the information; and
- (v) contracts with any external providers who are given access to information supplied under this Agreement will include safeguards in relation to the access, use and disclosure of this information.

## **11 DESTRUCTION OF INFORMATION**

- 11.1 Subject to the provisions of the Public Records Act 2005, and any specific retention or destruction requirements in clauses 11.2 and 11.3, the Parties will ensure that the Source Information and Combined Data-Set are permanently deleted as soon as they are no longer required for the purposes of this Agreement and no later than 60 working days after the termination of this Agreement.
- 11.2 There are two reasons why MSD will need to retain information for a certain period:
- *To determine eligibility of 'walk-in's'* – MSD will need to retain the information from MoE and Oranga Tamariki for two calendar years (and longer for any 15 year olds accepted to the service) – this is because the service is available for 16 and 17 year olds and a young person could self refer to the service at any time. For example, a 16 year old may initially be in the target group but decide they do not want support. They may subsequently decide they would like to take up the offer of support and return to a service provider. MSD will need to retain information about this young person to be able to determine if they fall within the target group if they self-refer to a provider at a subsequent date.
  - *For research purposes* – MSD will need to keep the cohort data indefinitely to test the accuracy of the Model over time (for example, to look at what actually happened to the young people in the total cohort in terms of their likelihood of coming on to benefit, and to refine the Model). This data set will be used for research purposes only and will be kept separate from the data used by providers and accessible to the wider business. Access to this dataset will be strictly controlled and it will not be used to directly provide services to people.
  - The information retained for two calendar years or indefinitely will not include information as described in Clause 7.2(v) to (ix) unless there is a clear link with the purposes of this Agreement that require its retention.
- 11.3 Information shared with MSD by MoE and Oranga Tamariki that does not result in a referral to NEET service providers will not be retained unless there is a clear link to the purposes of the Agreement that requires its retention.

## **12 THIRD PARTY CONTRACTING**

- 12.1 MSD will contract third party service providers to deliver the Youth Service for NEET.
- 12.2 Information obtained under this Agreement will only be disclosed to those providers under written agreements for the purpose of delivering NEET Youth Services and they will only use the information for that purpose.
- 12.3 Agreements with service providers will include safeguards referred to in clause 10.

## **13 BREACHES OF SECURITY OR CONFIDENTIALITY**

- 13.1 The Parties must immediately notify the other Party of any actual or suspected unauthorised use or disclosure of any information exchanged pursuant to this Agreement.
- 13.2 The Parties must also investigate any actual or suspected unauthorised use or disclosure of information.
- 13.3 If any Party has reasonable cause to believe that a breach of any other security provision in this Agreement has occurred or may occur, that Party may undertake such investigation as it deems necessary.
- 13.4 Where an investigation is undertaken under this clause, the other Parties will provide the investigating Party with reasonable assistance, and the investigating Party will keep the other Parties informed of progress.
- 13.5 If there has been a security breach, a Party may suspend this Agreement by notice in writing to give the other Parties time to remedy the breach.

## **14 DISPUTE RESOLUTION**

- 14.1 Should any dispute or difference of opinion arise out of or in connection with this Agreement, the Parties will use their best endeavours to resolve the dispute within ten (10) working days of receiving notice of the dispute.
- 14.2 If the Parties are unable to resolve the dispute after that time, a Party may serve upon the other Parties notice in writing requiring the dispute to be escalated.
- 14.3 The Parties shall agree upon a written summary of the basis of the dispute, the issues involved, and the reason or reasons for the dispute not being resolved, or failing agreement on such as summary, prepare separate written summaries of these matters.
- 14.4 The summary or summaries shall be submitted to a Party's respective Chief Executive within five (5) working days of receiving written notice of the escalation.
- 14.5 The Chief Executives, or their delegates, will meet as soon as practicable after the preparation of the summary or summaries in order to resolve the dispute.
- 14.6 If the dispute remains unresolved after twenty (20) working days from receipt of written notice of the escalation, the termination provision in clause 15.2 will apply.

## **15 TERMINATION**

- 15.1 This Agreement may be terminated at any time by agreement in writing between the Parties.
- 15.2 Where there is a dispute and the clause 14 procedure has not produced an outcome satisfactory to the Parties, any Party may terminate this Agreement by giving notice in writing to the other Parties.



15.3 The obligations in this Agreement concerning the security, use and destruction of information shall remain in force notwithstanding the suspension or termination of this Agreement.

## 16 COSTS

16.1 The Parties will bear their own costs in relation to this Agreement.

## 17 VARIATION

17.1 This Agreement may only be varied in accordance with Section 96V of the Privacy Act 1993.

## 18 EXTERNAL COMMUNICATIONS

18.1 The Parties are responsible for complying with their respective obligations under the Privacy Act 1993 and the Official Information Act 1982 and any other applicable legislation.

18.2 The Social Security Act provides that people affected by this Agreement can complain to the Privacy Commissioner if they have concerns about how it is administered. The Parties to this Agreement will give reasonable assistance to the Privacy Commissioner or an individual who wishes to make a complaint about an interference with privacy arising from this Agreement to help them determine against whom the complaint should be made and to support the investigation of the complaint.

18.3 In the event that a Party receives a complaint or a request under either the Official Information Act 1982 or the Privacy Act 1993 for information relating to this Agreement, the Party which received the request will consult with the other Parties on the proposed response prior to making the investigation of the complaint.

18.4 If there are complaints about an alleged interference with privacy committed by a third party contracted by MSD, and the third party is unable to be held to account for these complaints (for example, the third party is no longer operating) then MSD will be responsible for dealing with these complaints.

18.5 MoE and Oranga Tamariki will refer any enquiries from the media relating to this Agreement to MSD.

## 19 EXECUTION

**Signed** by Iona Holsted, Secretary for Education, Ministry of Education

Signed: 

Date: 25/03/20

**Signed** by Debbie Power, Chief Executive, Ministry of Social Development

Signed: 

Date: 19 March 2020

**Signed** by Gráinne Moss, Chief Executive, Oranga Tamariki—Ministry for Children

Signed: Gráinne M Moss

Date: 13 May 2020

